

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

FILED

2014 AUG -7 PM 5: 03

CLERK US DISTRICT COURT
WESTERN DISTRICT OF TEXAS

BY _____ DEPUTY

HERSHALL JOSEPH SHELLEY,
PLAINTIFF

V.

CIVIL NO. 1:14-CV-516-LY

COLORADO STATE UNIVERSITY,
Colorado State Board of Agriculture,
Colorado Board of Governors, et al
in its capacity as the entity charged with
the general control and supervision of
Colorado State University,
DEFENDANTS

PLAINTIFF SHELLEY'S AMENDED COMPLAINT

Plaintiff Shelley files this amended complaint as authorized by the Federal Rules of Civil Procedures (FRCP) 15 (a) and prays that the Court will freely grant leave to file an amended complaint when the interests of justice so require. Defendants Duff, Kirkpatrick, James, Hanklitz and President Franks have acted in bad faith due to age and race since 2000 until 2014, and will continue unless stopped by this Court. Plaintiff Shelley protected class rights have been violated based on age, race, color, national origin and retaliation. And those provisions of the Texas Consumer Protection Statutes and the Deceptive Trade Practice Act (DTPA) in Texas. The statute of limitations are not barred. Defendants did the bait and switch (trade PhD for Masters) and other deceptive consumer protection acts violation during 2013 and 2014.

INTRODUCTION

1). Plaintiff, Hershall Joseph Shelley, sued Colorado State University (CSU)/Colorado State Board of Agriculture/Colorado Board of Governors (later identified in this document as

CSU) on April 30, 2014 in a lawsuit styled Hershall Joseph Shelley v. Colorado State University, Cause No. D-1-GN-14-001245, in the 200th Judicial District Court of Travis County, Texas. On June 3, 2014, CSU filed a notice of removal to this Federal Court based on diversity jurisdiction. Defendant CSU is a public university in Colorado, receives Federal Funds (received \$5M in 2001 for Plaintiff's Shelley NSF program) in addition to other yearly amounts. It also has a distance degree program component that enrolled several students (Hershall J. Shelley, Robert Fleming, Robert Schneider, etc) in Texas. Plaintiff Shelley was enrolled in the employee education plan and Dell Computer Corporation paid eighty (80) percent and Shelley paid twenty (20) per cent from his pocket by way of business checks for three (3) courses. This was a contractual agreement and thereby a business contract between Shelley, Dell Computer, Dell employees and CSU/Colorado State Board of Agriculture/Colorado Board of Governors. CSU used deception to request and obtain a \$17,000 computer simulation manufacturing seminar contract that Shelley is alleging that CSU and Duff charged for two (2) more students (about \$3400) than attended from Texas. Plaintiff Shelley was the host for Dell Computer Corporation and alleges that he was deceived by CSU and Duff. CSU had to submit business corporation papers to Dell Computer to obtain this business opportunity. Therefore, it is alleged that Plaintiff Shelley and Dell was violated in Texas.

2). Plaintiff Shelley sued CSU and Duff for violations of the Texas Deceptive Consumer Protection Act, Texas Business Code, violations to the elderly, breaching one and more contracts after CSU, Duff, Penley, Dorhout and Franks performed conferral of the PhD, PhD hooding of the degree to Plaintiff Shelley in front of about 3,000 viewers on May 13, 2005. See Exhibit 1. CSU, President Larry Penley, Vice Provost Dorhout, the Dean of the

Graduate School, current President Tony Frank congratulated Plaintiff Shelley on May 13, 2005. See Exhibit 2. And they even placed this and his graduation announcement information in the Colorado newspapers and sent notices by US mail of this event to Plaintiff Shelley by way of the Chairman of the Mechanical Engineering Department and others for many years after this event on May 13, 2005.

3). This suit should be granted for Texas jurisdiction, because the pleadings support and state a claim upon which relief may be granted with money damages. The Department of Education (Secretary Arne Duncan-indicated by letter in 2009 to CSU and they started retaliated) has said that a suit is proper where an entity is located or conducts business. And CSU and Duff certainly conducted business in Texas in multiple ways and on several occasions. See Exhibit 4.

Jurisdiction and Venue

4). Jurisdiction and venue is proper in Texas under 28 U.S. Code § 1391 (b) (2)--a judicial district court has jurisdiction when a substantial part of the **events** or omissions giving rise to the claim occurred, or a substantial part of **property** that is the subject of the action is situated. Plaintiff Shelley was at all times and events a Texas resident, who was a distance student at Colorado State University, but voted and lived in Austin, Texas. Colorado would not give Plaintiff Shelley state funds for education, and Allen Kirkpatrick, the mechanical engineering chairperson, told him to return to Texas for funds. The Dell Inc. gave Plaintiff Shelley funds and manufacturing data for PhD through Richard Kromm and John Egan.

5). Colorado State University did not like Texas or Plaintiff Shelley. CSU and Duff indicated on multiple occasions that Texas had too many resources. CSU did give state funds

to David A. Hodgson (less than 40 years), and Horizon Briggs (less than 40 years), both residents of Colorado.

Texas Events and Times

Colorado Times and Events

12 ³/₄ Years

¹/₄ Years

Plaintiff Shelley property losses were in Texas.

Texas Property

Colorado Property

\$3,257.67 Stolen Dell Computer

\$23,000 Nat. Science Foundation

\$40,000 Dell Scholarship Funds

\$33,000 Dell Stocks

\$15,000 Dell Stocks

\$260,000 Dell 401k

6). This action alleging elderly age and deceptive violations of the Texas Consumer Protection Statutes, the Deceptive Trade Practice Act (DTPA) is the Texas's primary consumer protection statute, and is applied to elderly residences of Texas. They are codified under the Texas Penal Code Title 7, Offense Against Property, Chapter 31 Theft, Section 31.01 2 (A) to withhold property from the elderly owner permanently, Chapter 32 Fraud (b) a person commits an offense if he forges a writing with intent to defraud or harm another person...trial of the offense that the offense was committed against an elderly individual over sixty (60) years of age. Texas Business Code Section 26.01. A promise or agreement described in Subsection (b) of this section is enforceable by promise or agreement, or a memorandum of it, is (1) in writing; and (2) signed by the person to be charged with the promise or agreement or by someone lawfully authorized to sign for him or her - See more

at: [http://codes.lp.findlaw.com/txstatutes/BC/3/26/26.01#sthash.t1AkABJ2.dpuf\(a\)](http://codes.lp.findlaw.com/txstatutes/BC/3/26/26.01#sthash.t1AkABJ2.dpuf(a)) A promise or agreement described in Subsection (b) of this section is enforceable unless the promise or agreement, or a memorandum of it, is (1) in writing; and(2) signed by the person to be charged with the promise or agreement or by someone lawfully authorized to sign for him - See more at:

<http://codes.lp.findlaw.com/txstatutes/BC/3/26/26.01#sthash.t1AkABJ2.dpuf>

7). This action also alleging Section 102.003 Texas Human Resources Code and a breach of contract (“Contract”) claims and deception arising under Texas state law while Colorado State University/Colorado State Board of Agriculture/Colorado Board of Governors was operating, and conducting business in Texas. Defendant Duff had academic and classroom issues with other CSU students. In ME 409, he failed to disclose this to Plaintiff Shelley and Dell while doing business in Texas. Plaintiff Shelley would not have enrolled at CSU and Dell would not have allowed CSU and Duff to perform training with such a poor record. See Exhibit 1.

a) An elderly Texas individual has all the rights, benefits, responsibilities, and privileges granted by the constitution and laws of this state and the United States, except where lawfully restricted. The elderly individual has the right to be free of interference, coercion, discrimination, and reprisal in exercising these civil rights and freedom of speech.

8). All conditions precedent have been exhausted and/or performed prior to the filing of this complaint: Plaintiff Shelley raised the issues of elderly age, and deceptive discrimination with the Texas Consumer Protection Commission on January 16, 2014.

Defendant Duff treated Don Lynch (Anglo student) differently that Plaintiff Shelley (black

student) with at CSU. Duff allowed Lynch to use Diamond Electric company data, but did not permit Plaintiff Shelley to use the \$1M Dell data for research topic. .

In addition, Duff asked Richard Kromm for shipping data in violation of FCC rules. This was Martha Stewart type data and created a deceptive environment for Plaintiff Shelley and his association with Dell and Colorado State University.

9). The jurisdiction of this Court is involved discrimination, bad faith and breach of contract and under the Texas Penal Code Texas Consumer Protection Statutes, the Deceptive Trade Practice Act (DTPA) and Texas Business Code.

Title 7, Offense Against Property, Chapter 31 Theft, Section 31.01 2 (A) to withhold property from the elderly owner permanently, Chapter 32 Fraud (b).

- 10) The acts or omissions, breach of contract, bait and switch from PhD to master' degree, which serve as the basis for this cause of action, occurred in Travis County, State of Texas; therefore venue is proper in this Court. Plaintiff Shelley has always resided and lived in Travis County. Colorado State University through Professor William S. Duff saw an opportunity for deception action toward Plaintiff Shelley and the Dell Computer Corporation of a \$3,252 Dell Computer See Exhibit 3. The theft of this Dell computer began and was in Texas. The attempted recovery was in Fort Collins, Colorado. Also, the Defendant by incorrect charges for a computer simulation seminar (allegedly charging for several persons who did not participate), having Plaintiff Shelley to use Dell Computer funds for ME 510 Capital Budgeting (\$1700), ME 512 Reliability Engineering (\$1700) and ME 513 Simulation Fundamentals (\$1700) courses for a PhD program. Later, the Defendant Duff violated Texas Business Code violations, conducted a bait and switch and offered Plaintiff Shelley a master's degree in breach of the original agreement provided to Plaintiff Shelley by President

Penley, Dean Patrick Pelliguine, and El-Hakim at Colorado State University. See Exhibits 4, 5, 6, 7 and 8 for financial damages and Texas Deceptive Consumer Protection Act email.

Parties

1. Plaintiff Hershall Joseph Shelley is a natural person whose primary residence is and has always been at 2401 Greenlee Drive, Austin, Texas Travis County, Texas. Plaintiff Shelley was a distance student while employed at the Dell Computer Corporation in Austin, Texas. Plaintiff Shelley alleges that Colorado State University and other defendants reported him to the National Science Foundation as a regular and not a distance student. Colorado State University could not find enough Colorado students to claim their part of a \$5 million National Science Foundation (NSF) Alliance for Graduate Educational Professoriate grant for five or more years. Defendants Colorado State University and Duff used and made intimidation and harassment threats of punishment to keep Plaintiff Shelley silence in fear or retaliation about the Dell computer and different treatment to him as a black and part Native American Indian student at Colorado State University. Brenda Sabbagh, Robert Schneider and other Dell Inc., employees' were Texas residents violated by deceptive consumer product and bad business treatment by CSU and Duff through the deceptive administration of the simulation manufacturing training at the Dell Inc. See Exhibits A, B and C.

Statement of Facts

- 1). This case will consist of three causes of action: elderly age discrimination based on both race (black and Native American Indian) and retaliation, deception of consumer protection and breach of contract/agreement to bait and switch methods toward the elderly in 2013 and 2014. Plaintiff Shelley had filed a CSU OEO complaint in April of 2013. Defendant Duff had threatened Plaintiff Shelley several times about the Dell computer.

Defendant Therefore, Plaintiff Shelley told this to Haven, the OEO person. And Haven found it in her old files in OEO building at CSU. But issued an unfavorable investigative report and did not take Duff off Plaintiff Shelley's committee. Sure enough Duff retaliated and told James that Plaintiff had incorrect cites. And CSU tried to get Plaintiff Shelley to accept a master's degree in 2013. However, it was during the summer of 2013 that Plaintiff Shelley discovered that Duff and James had graduated Hodgson and Jang (less than 40 years old) with degrees that were not drafts in 2010. See Exhibits 11 & 12 .

2). Plaintiff Hershall Joseph Shelley was employed at the Dell Computer Corporation in Austin, Texas. Plaintiff Shelley was at all times a full time reside of Texas.

3). Defendant Duff told Plaintiff Shelley, after he became a Colorado State University distance student, to help get him a funded seminar contract at the Dell Computer Corporation in Austin, Texas.

4). Defendant Duff and Colorado State University came to Texas to cause financial harm to Plaintiff Shelley and the Dell Computer Corporation employee's.

5). Plaintiff Shelley got Defendant Duff a \$17,000 computer simulation seminar contract at Dell based on his false intentions. It is alleged that CSU and Duff true intentions were to get funds for Colorado State University by deceptive trade and practices.

6). Plaintiff Shelley alleges that Defendant Duff did not return funds for several Dell participates that did not attend (about \$3000). Plaintiff Shelley told him that this was the correct and righteous thing to do. Plaintiff Shelley alleges that Defendant Duff did not do correct business.

7). Plaintiff Shelley was laid off from the Dell Computer Corporation.

- 8). Defendant Duff suggested that Plaintiff Shelley come to Colorado to attend Colorado State University. Defendant Duff used Plaintiff Shelley's race to obtain National Science Foundation (NSF) funds, but made no efforts to obtain state of Colorado funds like he did for David A Hodgson (Anglo student and less than 40).
- 9). Dr. Omina El-Hakim made an attempt to obtain state of Colorado (RA or TA) funds for Plaintiff Shelley. However, he was turned down by Chairperson Allen Kirkpatrick. But RA and TA funds were found for Horizon Briggs, a similar National Science Foundation (AGEP) scholar in the Mechanical Engineering Department at CSU. Plaintiff Shelley was told that he should go back to Texas and travel back and forward to Colorado State University.
- 10). Defendant Duff told Plaintiff Shelley "what am I going to get out of getting Plaintiff Shelley the NSF funds?"
- 11). Plaintiff Shelley passed all CSU classes and maintained a 3.57 GPA.
- 12). Plaintiff Shelley passed the CSU Mechanical Engineering Diagnosis exams.
- 13). Plaintiff Shelley passed the CSU Mechanical Engineering Proposal.
- 14). Plaintiff Shelley was graduated by President Larry Penley and Vice President of the Graduate School, Dr. Patrick Pelican at Colorado State University. CSU placed Plaintiff Shelley's PhD into the public domain by official University publication and numerous US mailings to him.
- 15). President Penley and Dean Sandra Woods told Plaintiff Shelley to report stolen computer to CSU OEO and they would prevent retaliation against Plaintiff Shelley.
- 16). Defendant Duff told Plaintiff Shelley he would give him favorable treatment like he did for Robert Meeks and Donald Lynch PhD students, if he took back the second Dell Computer.

17). Defendant Duff took second Dell computer, with FERPA student records and gave to some Colorado charity in order to prevent Plaintiff Shelley from getting it back.

This was a contractual agreement and thereby a business contract between Shelley, Dell Computer, and another Dell employee and CSU. CSU used deception to request and obtain a \$17,000 computer simulation seminar contract that Shelley is alleging that CSU and Duff charged for two (2) more students (about \$3400) than attended from Texas.

18). The Texas district court jurisdiction is valid because they violated a tort of personal property and injury to Plaintiff Shelley and Dell employees in Texas. **Tort** laws are laws that offer remedies to individuals harmed by the unreasonable actions of others. **Tort** claims usually involve state **law** and are based on the legal premise that individuals are liable for the consequences of their conduct if it results in injury to others (McCarthy & Cambron-McCabe, 1992). The loss of the Dell Notebook computer worth \$3,257, the loss of \$40,000 from Plaintiff and Dell. CSU and Duff obtained tuition and fees, the loss of Plaintiff \$48,248 in E*TRADE Dell stocks, and the approximately \$260,000 in Dell 401k funds that CSU and Duff obtained from Plaintiff Shelley for tuition, fees and expenses over thirteen (13) years.

19). The Court has personal jurisdiction over CSU/Colorado State Board of Agriculture. CSU is a state university, but receives federal funds. The pleadings and the styled case allows for CSU to be sued in state and district court in Texas.

This suit should be granted for jurisdiction, and because the pleadings support and state a claim upon which relief may be granted for money damages. The Department of Education has said that a suit is proper where an entity is located or conducts business. And CSU and Duff certainly conducted business in Texas in multiple ways and on

several occasions. Deceptive and bad business with Plaintiff Shelley, Brenda Sabbagh, Robert Schneider and other Dell Inc., employees from 2001 to 2013. See Exhibit 2.

20. CSU had a business relationship in Texas by obtaining and operating a business contract to train over ten (10) Dell Computer Corporation employees. Plaintiff Shelley was one of these ten (10) CSU and Duff manufacturing simulation students. CSU and Duff through their distance students program had a contract to pay fees and expenses for their education, which was the product of CSU. Plaintiff Shelley is alleging that money damages arose from or related to these CSU and Duff activities while operating in Texas. CSU and Duff benefited by approximately \$17,000 for this business opportunity in Texas. Then, it is alleged that CSU and Duff benefited by \$3257 for a Dell Notebook Computer, \$40,000 in tuition and expenses, \$23,000 of National Science Foundation funds in tuition, expenses and fees, \$48,248 from Dell stocks, and approximately \$260,000 in Dell 401k funds for expenses over thirteen years.

21. Defendant Duff works for CSU as a professor in the College of Engineering and as a professor of distance students in the On-line Distance Study Program. Defendant Duff enrolls students to fill his on campus and off campus distance courses. Defendant Duff is an employee of CSU. Therefore, the lack of training or negligence by him falls as a liability on CSU as damages. CSU has insurance for negligence and tort damages caused by their professors. Defendant Duff works for CSU and CSU is liable for his actions while dealing with CSU businesses and students. CSU and Defendant Duff wanted to charge Dell students who did not attend the Dell manufacturing simulation course. I told him that this would be wrong and not to do this to Dell. Plaintiff Shelley is alleging that CSU and Duff charged for these Dell employees and when layoffs

announcements' were made his name can up sooner for lack of funds for him as a Dell employee. Defendant Duff and CSU base their annual budgets for raises, expenses, etc., on faculty to obtain more CSU students. CSU and Duff noted this opportunity to obtain more monies through training and increased enrollment by coming to Texas. The bait and switch of conferring the PhD in May 13, 2005, and later saying take a lesser degree is a standard trick to reduce your liability. Plaintiff Shelley had designs on getting a job in New York or Alabama, but because of CSU and Duff bait and switch actions from PhD to masters this injured Plaintiff Shelley.

22. The Eleventh Amendment of the U.S. Constitution was ratified in 1798 in order to overrule the Supreme Court's decision that a South Carolina citizen could sue the state of Georgia for money damages. [Chisholm v. Ga., 2 U.S. 419 (1793)].

23. Plaintiff alleges that more torts actions were committed in Texas. And Texas Court is the only fair place for this trial. Colorado generated this tort for Plaintiff Shelley conferring his PhD and PhD hooding in May 13, 2005. Incorrectly leading Plaintiff Shelley with the promise of being done with his PhD in Colorado and then creating Texas deceptive consumer protection Act, Texas Business Code violations, breaching one (told President Penley at CSU that he was done) and two obtaining \$1M manufacturing data from Dell Computer Corporation (Richard Kromm) under the false intentions of helping Plaintiff Shelley at CSU.

24. CSU and Duff had three contracts and contacts with Plaintiff Shelley, over ten (10) with Dell students and the Dell Computer Corporation in Texas.

25. On or about November of 2011, CSU President Frank indicated by email that no retaliation would occur for reporting crimes or bad conduct by faculty, staff or students

at CSU. Plaintiff Shelley reported the stolen Dell computer to President Frank. No reply or action was taken by President Frank's. Later, the CSU and Defendant Duff that a receipt was available, but never given to Plaintiff Shelley.

DAMAGES

1). Because of statutorily impermissible and willful, if not malicious, acts of Colorado State University, and its representative William S. Duff. Plaintiff Shelley has suffered loss of income, loss of benefits, loss of career opportunity, loss of career investment, and loss of career advancement. As a consequence of the unlawful and outrageous actions of Colorado State University and Duff, Plaintiff Shelley has suffered humiliation, loss of standing in the community, emotional pain and suffering, inconvenience, loss of enjoyment of life, irritation and mental anguish. Shelley seeks reinstatement with PhD credentials or monies back, compensatory and exemplary damages, punitive damages, as well as attorney's fees, and costs and pre and post judgment interest in the maximum amounts allowed by law.

RELIEF REQUESTED

Several paragraphs of this complaint are incorporated by reference and made a part of Relief One through Relief Five inclusive.

EQUITABLE RELIEF

Relief One

Equitable and compensatory damages are the only means of securing adequate relief for Plaintiff Shelley. He suffered, is now suffering, and will continue to suffer irreparable injury from Colorado State University unlawful conduct as set forth herein until and unless enjoined by the Court.

Relief Two

Plaintiff Shelley is asking Colorado State University to refund in the amount of \$3,252.67 plus interest for the Dell Notebook that CSU and Dr. William S. Duff obtained and did not return to Plaintiff Shelley. Defendant Duff placed a negative photograph of the Statue of Liberty on the first computer that indicates a state of mind about the United States of America. See Exhibit 8.

Relief Three

Plaintiff Shelley request Colorado State University to refund \$40,000 plus interest to Michael S. Dell and the Dell Computer Corporation. Plaintiff Shelley had an agreement with Vice Thurman Woodward to repay Dell the \$40,000 after obtaining the PhD from Colorado State University and going to work at some Historic Black College University (HBCU) or Native American Indian Tribe in the United States. This has not happened because of unequal treatment by Duff and other Defendants.

Relief Four

Plaintiff Shelley is asking Colorado State University to return \$23,000 to the National Science Foundation for educational and research funds obtained in a deceptive manner for him.

Relief Five

Plaintiff Shelley is asking Colorado State University to return \$48,248 deceptively taking from Plaintiff Shelley and approximately \$260,000 in Dell 401k funds obtained by deceptive methods by Defendants Colorado State University and Duff. See Exhibit 9, 10, 11 and 12.

PRAYER FOR RELIEF

Plaintiff Shelley requests the court grant reliefs to him as follows:

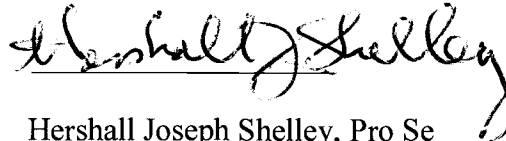
- 1). All equitable damages for violations for the Texas Deceptive Consumer Protection Act by Colorado State University;
- 2). compensatory damages for violation of the Texas Business Code by Colorado State University against Plaintiff Shelley
- 3). reasonable attorney's fees, together with his costs based upon the applicable statute;
- 4). all damages resulting from its breach of contract and agreement, and deceptive consumer treatment to the elderly
- 5). all damages resulting from its breach of agreement and bait and switch tactics.
- 6). all tort based damages for injuries suffered (\$5,300) due to fall in snow exiting engineering building. President Franks and CSU did not clear snow and was negligence at CSU on April 17, 2013. Dr. Jonathan Clark Race had me in physical therapy for two (2) months.
- 7). any and all other further relief as the Texas Court determines justice and equity to Plaintiff Shelley, the Dell Computer Corporation, and others.

CONCLUSION

Plaintiff Shelley prays that this Court grant this lawsuit under 28 U.S. Code § 1391 (b) (2)--a judicial district court has jurisdiction when a substantial part of the **events** or omissions giving rise to the claim occurred, or a substantial part of **property** that is the subject of the action is situated in Texas. Colorado State University/Colorado State Board of Agriculture /Colorado Board of Governors conducted business in Texas on multiple occasions: 1).Started the theft of the second Dell computer while Plaintiff Shelley was in Texas, 2). offered

simulation manufacturing training to over ten (10) Dell employees and two (2) Dell employees that did not attend, 3). conducted distance classes to Plaintiff Shelley, Robert Flemings and other Dell employees over the years (2000-2013), and 4). during business and courses with Solar Energy and Engineering Systems (2005-2013). See Exhibit 9 and 10. 5). Conducted deceptive bait and switch (PhD for master's) while Plaintiff Shelley was in Texas (March and April 2013 and 2014) and (6). Authorized to take other CSU and Duff FERPA student records across Texas border (2005-2014).

Respectfully submitted,



Hershall Joseph Shelley, Pro Se
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Austin, Texas 78703
Tel: (512) 477-3136
Hershallshelley077@gmail.com

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing **PLAINTIFF SHELLEY'S MOTION TO AMEND ORIGINAL COMPLAINT** has been served to the Court and First Class Mail upon the person listed below on August 7th, 2014.

Nanneska N. Hazel
114 W. 7th Street, Suite 1100
Austin, Texas 78701
(512) 495-1400

ATTORNEYS FOR DEFENDANT

EXHIBIT 1**GRADUATE SCHOOL COMMENCEMENT****MAY 13, 2005****ORDER OF CEREMONY**

Processional A Touch of Brass

National Anthem Dr. Todd Queen

Welcome Interim Vice Provost Peter K. Dorhout

Citation of Honorary Degrees Senior Vice President and Interim Provost Anthony A. Frank

Presentation of the Honorary Degrees to Mr. Robert S. Everitt and Mr. Tom J. Gleason President Larry Edward Penley

The Doctor of Philosophy Degrees

 Presentation of the Candidates Interim Vice Provost Dorhout

 Conferral of the Degrees President Penley

 Hooding of the Degree Recipients Major Professors

The Master's Degrees

 Presentation of the Candidates Interim Vice Provost Dorhout

 Conferral of the Degrees President Penley

Charge to the Class President Penley

Concluding Remarks Dr. A. Fred Kerst

Alma Mater Dr. Queen, the Graduates, and A Touch of Brass

Recessional A Touch of Brass

HERSHALL J. WAS
SHELLEY WAS
CONFERRED BY
HOODED BY
PENLEY & DUFF
ON

The names of the graduates are announced by Ms. Lynne Warner and Ms. Mary Boevers.

Marshals: Dr. Jerry Eckert, Agricultural and Resource Economics; Dr. Gene Gloeckner, School of Education; Dr. R. Kraig Peel, Animal Sciences; Dr. Michelle Wilde, Library; and Ms. Janis Johnston, Sociology.

MEMBERS OF THE PLATFORM

Dr. A. Fred Kerst, Member, Board of Governors of the Colorado State University System

Dr. Larry Edward Penley, President and Chancellor of the Colorado State University System

Dr. A. Ray Chamberlain, First Recipient of a Ph.D. from Colorado State University

Dr. Anthony A. Frank, Senior Vice President and Interim Provost

Mr. Robert S. Everitt, Honorary Degree Recipient

Mr. Tom J. Gleason, Honorary Degree Recipient

Dr. Steven R. Abt, Interim Dean, College of Engineering

Dr. Joyce Berry, Dean, College of Natural Resources

Dr. Peter K. Dorhout, Interim Vice Provost for Graduate Education

Mr. Donald R. Fry, Vice President for University Development and Advancement

Dr. Henry S. Gardner, Jr., Interim Vice President for Research and Information Technology

Dr. Tom Gorell, Interim Vice Provost for Faculty Affairs

Dr. Heather Hardy, Dean, College of Liberal Arts

Dr. Tom Holtzer, Associate Dean for Research, College of Agricultural Sciences

Mr. Keith Ickes, Vice President for Administrative Services

Mr. George Jaramillo, Assistant Dean of Libraries

Dr. Linda Kuk, Vice President for Student Affairs

Dr. April Mason, Dean, College of Applied Human Sciences

Dr. Ajay Menon, Dean, College of Business

Dr. C.W. Miller, Chair of Faculty Council

Dr. Rick Miranda, Dean, College of Natural Sciences

Dr. Kevin Oltjenbruns, Vice Provost for Undergraduate Studies

Dr. Lance Perryman, Dean, College of Veterinary Medicine and Biomedical Sciences

Dr. Sandra Woods, Interim Vice Provost for Special Projects

Dr. Barry Beaty, University Distinguished Professor

Dr. James Boyd, University Distinguished Teaching Scholar

Dr. Louis Hegedus, University Distinguished Professor

Dr. Kate Kiefer, University Distinguished Teaching Scholar

Dr. Edward Redente, University Distinguished Teaching Scholar

Dr. Stephen Withrow, Marshal, University Distinguished Professor

ROBERT S. EVERITT**Honorary Degree, Doctor of Humane Letters**

Bob Everitt, chairman and CEO of Everitt Enterprises Inc., is one of Fort Collins' most prominent business and community leaders. In 1953, Everitt moved to Fort Collins to manage a recently acquired lumberyard and expanded the business into real estate development. Under his leadership, the Everitt Companies have grown extensively, and Everitt is active in the Fort Collins community as chairman, president, or board member of leadership organizations. He has given generously of his time, talent, and financial resources to the Fort Collins community and Colorado State University. In addition, Everitt has been honored with many awards.

TOM J. GLEASON**Honorary Degree, Doctor of Humane Letters**

Tom Gleason, chairman of First National Bank in Fort Collins, has invested much of his time, energy, and expertise to build Fort Collins and Northern Colorado over the past five decades. He began his career as installment loan manager of First National Bank in 1956 and built the small community bank into the dominant bank of the region. As a community leader, Gleason has served as a trustee of three nonprofit organizations, and numerous nonprofit organizations have benefited from Gleason's time and generosity. He has been a strong supporter of Colorado State University and has mentored and helped many students and alumni pursue entrepreneurial interests and create jobs along the Front Range. He also has supported First National Bank employees pursuing higher education degrees.

SPRING 2005 GRADUATES

ASLOWED TO
GRAND AND
PLEASANT IN
PARK.

EXHIBIT 3

This is your **ACKNOWLEDGMENT**

Page: 1 of 2

FID Number: 74-2616805
 Sales Rep: ALISON FEIN
 For Sales: (800)426-5150
 Sales Fax: (800)727-8320
 Customer Service: (877)773-3355
 Technical Support: (800)624-9896
 Dell Online: <http://www.dell.com>

Customer Number: 014298750
 Purchase Order:
 Order Number: 603724014
 Order Date: 07/06/01
 04 01 A 01 01 N

Invoice Number: **603724014**

Invoice Date: 07/09/01
 Payment Terms: AMERICAN EXPRESS
 Shipped Via: UNAUTHORIZED
 Waybill Number: 752860927121

SOLD TO:

#BWNHQPV
 #0142 9875 02# 10.1.4019 1 AB 0.280 86199S11.XRX 1 of
 2
 HERSHALL J SHELLEY
 ENGINEERING SYSTEMS
 2401 GREENLEE DR
 AUSTIN TX 78703-1712

SHIP TO:

WILLIAM S DUFF
 ENGINEERING SYSTEMS INC
 1604 LINDENWOOD DR
 FORT COLLINS CO 80524

PLEASE SEE IMPORTANT TERMS & CONDITIONS ON REVERSE SIDE OF THIS INVOICE

Order	Shipped	Item Number	Description	Unit Price	Unit Pkgs	Amount
1	1	220-6670	Latitude C600,1GHz,Pentium III 14.1,SXGA+.English	3,084.00	1	3,084.00
1	1	311-1724	128MB,1 DIMM,SDRAM, For Dell Latitude Notebooks,Factory Install			0.00
1	1	340-7943	20GB Hard Drive,9.5MM for Dell Latitude C600/C500 Notebooks, Factory Install			0.00
1	1	420-3054	Windows 2000.Service Pack 1, English,for Dell Latitude C600 /C500 Notebooks,Factory Install	EA	0.00	0.00
1	1	310-5568	Grey Microsoft PS2.6 Pin.2 Button,Intellimouse for Dell Latitude Notebooks,Tied	EA	0.00	0.00
1	1	430-3569	TrueMobile,1150PC,Wireless, PCMCIA,Network Card,for Dell Latitude Notebooks, Tied	EA	0.00	0.00
1	1	313-0657	Internal Actiontec Mini-PCI Modem for Dell Latitude C600/ C500/C800 Notebooks,Factory Install	EA	0.00	0.00
1	1	313-2802	6-4-4-24X DVD with Software/CD Read Write Combo for Dell Latitude C600/C500/C800/L400 Notebooks,Factory Install	EA	0.00	0.00

* Service contract may be subject to sales tax.

Any on-site or on-line service covers Dell system hardware only.

PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. THIS PURCHASE AMOUNT WILL BE SHOWN ON YOUR AMERICAN EXPRESS STATEMENT FOR PAYMENT.



Invoice Number: 603724014
 Customer Number: 014298750
 Purchase Order:
 Order Number: 603724014

Ship. &/or Handling	\$	77.00
Subtotal	\$	3,161.00
Taxable:	Tax:	
\$ 3,161.00	\$	91.67
Total	\$	3,252.67
AMERICAN EXPRES	\$	1,652.67
VISA	\$	1,600.00
	\$	
Balance	\$	0.00

EXHIBIT 4

WebMail - [Fwd: Hershall]

Delete
 File
 Create
 Reply
 Reply All
 Forward
 Previous
 Next
 Options
 Inbox

Help

Date Sent: Friday, February 18, 2005 10:10 AM

From: Omnia El Hakim <omnia@engr.colostate.edu> [Add to Address Book](#)

To: James Kador <jkador@engr.colostate.edu>

Cc: Tricia Wright <twright@engr.colostate.edu>

Subject: [Fwd: Hershall]

Status: ☐ Urgent ☐ New

James,

Please include this email (from Hershall's advisor Dr. Duff) , with the letter of request from Mr. Hershall Shelley and please document all in his file. Also, please proceed with this semester's last payment of \$ 1.250.00 to support him during his completion of his doctoral degree.

Thanks,

Omnia

=====

----- Original Message -----

Subject: Hershall

Date: Tue, 15 Feb 2005 14:53 -0700

From: William Duff <bill@engr.colostate.edu>

To: Omnia El-Hakim <omnia@engr.colostate.edu>

PROMISE/AGREEMENT

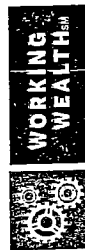
Hershall is making good progress on finishing his dissertation. We are planning on finishing all work by the end of this semester. I know Hershall will appreciate the additional funding. Thanks.



Secure mode active.

 Powered by Infinite Mobile Delivery v2.6 -- © Copyright 1995-2002 by Captaris

EXHIBIT 7

myFiSM

Client Statement

June 1 - June 30, 2008

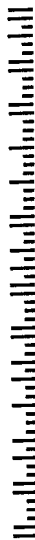
AT SMITH BARNEY

Ref: 00102691 00446699

Account number 20P-06910-15 FLS

F08000102691 308182AA01 FSGFO001A
 HERSHALL SHELLEY
 6411 BRIGEWATER ST
 AUSTIN TX 78723-3907

Your Broker/Dealer is
CITIGROUP GLOBAL MKTS INC.
 Your Financial Advisor
 myFi
 111 WALL STREET
 3RD FLOOR
 NEW YORK NY 10005
 877 357 0888
 www.smithbarney.com



3 JENNY WTS MAN @ margin-statement.com

Securities are offered through Citigroup Global Markets Inc. (member SIPC). Smith Barney is a division and service mark of Citigroup Global Markets Inc. and its affiliates and is used and registered throughout the world. myFi is a business of Smith Barney, Working WealthSM and myFiSM are service marks of Citigroup Global Markets Inc. Citi with Arc Design is a registered service mark of Citigroup Inc. Insurance is offered through SBHU Life Agency Inc. or another insurance affiliate licensed in your state. www.citi.com/us/insurance. Citigroup Global Markets Inc., Citibank and SBHU Life Agency Inc. are affiliated companies under the common control of Citigroup Inc.

Account value	Last period	This period	%
Cash balance	\$ -200.00	\$ -200.00	
Common stocks & options	32,468.48	30,607.04	100.00
Total value	\$ 32,268.48	\$ 30,607.04	100.00

Cash, money fund, bank deposits
 Opening balance (\$ 200.00)
 Deposits 0.00
 Withdrawals 0.00
 Closing balance (\$ 200.00)

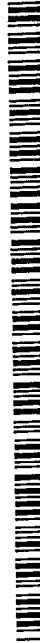
A free credit balance in any securities account may be paid to you on demand. Although properly accounted for on our books and records, these funds may be used for our business purposes.

Gain/loss summary

Unrealized gain or (loss) to date \$ 0.00

Portfolio summary	This period	This year
Beginning total value (excl. accr. Int.)	\$ 32,268.48	\$ 34,310.08
Net security deposits/withdrawals	0.00	0.00
Net cash deposits/withdrawals	0.00	0.00
Beginning value net of deposits/withdrawals	32,268.48	34,310.08
Total value as of 6/30/2008 (excl. accr. Int.)	\$ 30,607.04	\$ 30,607.04
Change in value	(\$ 1,661.44)	(\$ 3,703.04)

citi smith barney



Client Statement

September 28, 1997

A Member of Travelers Group

Ref: 00000778 00003625

HERSHALL SHELLEY

Account number 781-23822-11 076

Transaction details

Date	Activity	Description	Quantity	Price	Amount
09/17/97	Bought	DELL COMPUTER CORP SMITH BARNEY IS A MARKET MAKER	60	\$ 88.187	\$ -5,341.25
09/26/97	Bought	DELL COMPUTER CORP SMITH BARNEY IS A MKT MAKER TRADE AS OF 09/23/97	100	100.75	-10,080.00
Total securities bought and other subtractions					\$ -15,421.25
Total securities sold and other additions					\$ 0.00

Deposits

Date	Description	Amount
09/16/97	DEPOSIT RECEIVED AT 00781 - AUSTIN TX	\$ 5,341.25
09/26/97	DEPOSIT RECEIVED AT 00781 - AUSTIN TX	10,080.00
Total deposits		\$ 15,421.25

E*TRADE

EXHIBIT

7

E*TRADE QUOTES: SITE MAP | HELP

Home Portfolios Markets Quotes & Research Trading Account Services Gift Guide
December 23, 1999 5:25 PM EST

Stocks
Enter Order
Enter After Hours Order
View Open Orders
Stocks & Options Center

Options
Enter Order
View Open Orders

Mutual Funds
Enter Order
View Open Orders
Mutual Fund Center

Bonds

IPOs

Trading History

Switch Accounts

Transfer Cash

Power E*TRADE

E*TRADE Account Alert

Account: Y40053-0001 1032-9151 [Switch Accounts](#)

#	DATE	P	TRANSACTION	SECURITY	QTY	PRICE
1	12/22/99	P	Rejected Buy	SNRA	50	50
2	12/22/99	P	Rejected Buy	YHOO	50	350
3	12/22/99	P	Revis Cxl Buy	YHOO	50	350
4	12/23/99	P	Order to Buy	AMAT	50	95
5	12/23/99	P	Order to Buy	SNRA	50	45
6	12/23/99	P	Order to Buy	YHOO	50	350

APPROX \$260,000

System response times may vary due to a variety of factors, including trading volumes, market conditions, and system performance.

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Member NASD/SIPC. User Agreement. Privacy Statement. Version 2.0.

EXHIBIT 8

SMITHBARNEY

Ref: 00000778 00003624

A Member of Travelers Group

Client Statement
September 28, 1997

Page 1 of 2

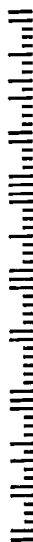
Account number 781-23822-11 076

Your Financial Consultant

MORRIS GOTTESMAN
SMITH BARNEY
221 WEST SIXTH ST.
SUITE 1400
AUSTIN, TX 78701
512-480-8833

Branch: 800-234-1940

19707623822781000000778 297269AN01 CPGF0232A

HERSHALL SHELLEY
2309 GREENLEE DRIVE
AUSTIN TX 78703-1710

Account value

	Last period	This period
Stocks	\$ 0.00	\$ 15,960.00
Net value	\$ 0.00	\$ 15,960.00

Cash balance

	This period
Opening balance	\$ 0.00
Securities bought and other subtractions	-15,421.25
Securities sold and other additions	0.00
Deposits	15,421.25
Closing balance	\$ 0.00

Portfolio details

The values of your holdings are as of 09/26/97.

Stocks

Common stocks	Exchange	No. of shares	Price	Yield	Anticipated Income (annualized)	Market value	Research* Rating	Comment
DELL COMPUTER CORP	OTC	160	\$ 99.75			\$ 15,960.00	3/H	Symbol: DELL
Total stocks					\$ 0.00	\$ 15,960.00		Rated: B

*Please refer to the back of page 1 for definitions of research ratings.

EXHIBIT 9

Wells Fargo Business Online®

Accounts Transfers & Payments Brokerage Account Services Messages & Alerts ☒ Online Solutions Open an Account

Overview Bill Pay Transfers

Bill Pay Overview Payments Payees eBills Reports Notices User Profile

Payee Details

Payee Information for COLORADO STATE U Edit Payee | Delete Payee

COLORADO STATE UNIVERSITY
Address on File

Account Number: 823913049
Payee Status: Active
Name on Account: SOLAR ENERGY AND ENGINEERING
Payee Nickname: COLORADO STATE U

Display on Bill Pay Overview: ☒ Currently Displayed ☐ Do Not Display

Payment Details

Default Payment Account: XXXXXX0876 BUSINESS CHECKING
Payment Option: Manual
Category: Education
Memo/Invoice #: 823913049

PLAINTIFF SHERLEY HAD
MULTIPLE YEARS BUSINESS
RELATIONSHIP WITH
CSU/COLORADO STATE BOARD
OF AGRICULTURE

Set up automatic payments

Notifications

Payment Notifications

On Email me when a payment has been made.
Off Email me (day(s) before an automatic payment is sent.
Off Email me when the date of an automatic payment is adjusted.
Off Email me when automatic payments have expired.
Off Remind me when a payment is due. (Displays on the Bill Pay Overview Page.)

Make Payment

*For your convenience, Wells Fargo Bill Pay stores the addresses for many billers that we have already established a relationship with. You cannot change the address we have on file. The biller contacts us directly if the address changes and we automatically update your account information.

Go to Bill Pay Overview

urses

~~EXHIBIT 10~~**Colorado Consortium for Independent Study**

Through the Colorado Consortium for Independent Study, Colorado State and nine other institutions offer a wealth of opportunity for learners from across the country — indeed around the world — to earn academic credit, a certificate, or possibly a degree. Independent Study means much more than traditional print-based correspondence courses. Increasingly, courses make use of slides, audiocassettes, videocassettes, electronic mail, and the Internet to provide the most effective learning activities.

The members of the Colorado Consortium for Independent Study are:

Adams State College
 Colorado State University
 Colorado State University, Pueblo
 Fort Lewis College
 The Metropolitan State College of Denver
 University of Colorado at Boulder
 University of Colorado at Colorado Springs
 University of Northern Colorado
 University of Southern Colorado
 Western State College

Call Continuing Education at (970) 491-5288 or toll-free (877) 491-4336 for a current Colorado Consortium for Independent Study catalog. Visit the Web at www.colorado.edu.ccis/.

National Universities Degree Consortium

Through the National Universities Degree Consortium (NUDC), Colorado State extends the value of its distance learning courses. NUDC offers more than 1000 courses, 11 credit certificates, 31 bachelor's degrees, and 41 graduate degrees through distance education.

The accredited universities that make up the membership of the NUDC are:

Colorado State University
 Kansas State University
 Mississippi State University
 Oklahoma State University
 University of Alabama
 University of Houston System
 University of Missouri
 University of New Orleans
 University of South Carolina
 Washington State University
 Weber State University

CSU DOES
 BUSINESS IN

TEXAS

For more information, visit the Web at www.nudc.org/

ciences

ogy (4 cr.); F,S,U
 : BS 230 (Animal
 Physiology) or BS 300
 Human Anatomy and
 instructor may waive
 used on individual student
 Credit not allowed for
 1 and BS 330
 Anatomy).

: This course is a study of
 nd function of cells,
 gans. Particular
 aced on observations at
 pic level. The course uses
 igh-resolution
 nd images of human and
 al tissues. Laboratories
 g and identifying
 uctures at low, medium,
 mmersion views.
 urse follows University
 dule.
 Online

estic Animal Anatomy

BY 102/LSCC 102
 Living Systems) or BZ
 0 (Principles of Animal
 it allowed for only one of
 VS 333, BS 230 (Animal
 Physiology) and BS 231
 ny of Domestic Animals),
 estic Animal Gross

re functional anatomy of
 , and cow.
 urse follows University
 dule,
 Online

ike a difference in the lives of youth.

Great Plains Interactive Distance Education Alliance (Great Plains IDEA)

Human Sciences

rogram: The Great Plains IDEA program allows students to earn a master's degree or graduate certificate in youth
 it entirely online. Students apply for admission to any one of the participating universities and learn from
 l faculty from all schools. Participating universities include: Colorado State University, Kansas State University,

EXHIBIT 11

David Hodgson PhD dissertation, approved under William S. Duff

616 words / 2% - CrossCheck

Hodgson, David A.. "Online learning applied to error modulated state setting control", 2012 25th IEEE Canadian Conference on Electrical and Computer Engineering (CCECE), 2012.

x

2

190 words / 1% - Internet from 14-Dec-2009 12:00AM

www.cs.colostate.edu

x

3

102 words / < 1% match - Internet from 12-Aug-2012 12:00AM

gradworks.umi.com

x

4

70 words / < 1% match - Internet from 28-Aug-2010 12:00AM

istec.colostate.edu

x

5

55 words / < 1% match - CrossCheck

Sorour Alotaibi. "NUMERICAL SIMULATION OF THE THERMAL CONTROL OF HEAT EXCHANGERS". Numerical Heat Transfer Part A Applications. 2/15/2002

x

6

50 words / < 1% match - Publications

JALILI-KHARAAJOO, Mahdi and ARAABI, Babak N.. "Neural network based predictive control of a heat exchanger nonlinear process", Istanbul Üniversitesi, 2004.

x

7

47 words / < 1% match - CrossCheck

Michael Anderson. "<[CDATA[MIMO Robust Control for HVAC Systems]]>", IEEE Transactions on Control Systems Technology, 5/2008

x

8

45 words / < 1% match - CrossCheck

Mishra, M.. "Transient behaviour of crossflow heat exchangers due to perturbations in temperature and flow", International Journal of Heat and Mass Transfer, 200603

x

9

42 words / < 1% match - Internet from 31-Mar-2010 12:00AM

www.cs.colostate.edu

x

10

39 words / < 1% match - Internet from 21-Oct-2010 12:00AM

saba.kntu.ac.ir

x

EXHIBIT 12

Approved Dissertation by Duff and James of G. Jang, 2010

641 words / < 1% match - CrossCheck

Grimsey, D.. "Are Public Private Partnerships value for money?", Accounting Forum, 200512

x

2

632 words / < 1% match - Internet from 31-Jan-2010 12:00AM

people.plan.aau.dk

x

3

540 words / < 1% match - Internet from 09-Feb-2006 12:00AM

faculty.eng.fiu.edu

x

4

484 words / < 1% match - Internet from 11-Nov-2010 12:00AM

learn.tsinghua.edu.cn

x

5

475 words / < 1% match - Internet from 19-Sep-2003 12:00AM

greenbook.treasury.gov.uk

x

6

417 words / < 1% match - Internet

www-esd.lbl.gov

x

7

392 words / < 1% match - Internet from 14-Mar-2010 12:00AM

www.mfcr.cz

x

8

390 words / < 1% match - Internet from 02-Oct-2011 12:00AM

or2010.informatik.unibw-muenchen.de

x

9

383 words / < 1% match - CrossCheck

Saxena, Shailesh, Mohd Zubair Khan, and Ravender Singh. "Performance Analysis in Distributed System of Dynamic Load Balancing Using Fuzzy Logic", 2012 Spring Congress on Engineering and Technology, 2012.

x

10

373 words / < 1% match - Internet from 02-Nov-2012 12:00AM

app.mof.gov.sg

EXHIBIT 13

Message from the CSU President

Important mainly because of the people in the conversation.
Click to teach Gmail this conversation is not important.

Inbox|x

hshelley@engr.colostate.edu 7/15/13

to me

----- Original Message -----

Subject: Message from the CSU President

From: "Tony Frank - President" <presofc@colostate.edu>

Date: Tue, November 29, 2011 7:26 pm

To: "Colorado State University Community" <RamNOTICE@colostate.edu>

Dear Colleagues and Students:

By now, we're all far more familiar than we want to be with the deeply troubling allegations facing Penn State University. While this case is likely to continue to play out for a long time to come, every university in the country ought to be looking at it as a tragic lesson in how an institution--and all of us as individuals--must be prepared to respond when serious problems and allegations arise. Colorado State University is a learning community and the right to feel safe here is fundamental to the life and integrity of this campus. Each of us has a responsibility, both ethical and legal, to uphold the safety and well-being of our community and one another.

I want to be extremely clear on this point. It is my expectation—and a requirement of state and federal law—that any members of our staff, faculty, or student body at Colorado State University who have reasonable grounds to believe that a crime has been committed will immediately report the suspected crime to law enforcement authorities. The laws also guarantee protections against retaliation to those who bring such issues forward.

To put it even more plainly: Any one of us—no matter our role or position at this university—is required by law to notify police if we believe we have knowledge of a crime, and no matter who is involved in the alleged crime, your job or student status will not

I DID
BUT CSU
RETALIATED

EXHIBIT 13

be jeopardized simply because you contacted the police. Retaliation or reprisal for reports of misconduct brought forward in good faith is strictly prohibited by Colorado law. No one on this campus—no matter their role or stature—is above the law, and bringing your concerns forward is the right thing to do. In many cases, a failure to report has more than just moral implications—it can result in severe financial and legal penalties against the institution and those involved.

The U.S. Department of Education and the courts have also made it clear that Title IX of the Education Amendments of 1972 offers all of us protection from sexual harassment or sexual violence in CSU educational programs and activities. Violations of Title IX and/or the University's discrimination policies—even if they don't rise to the level of criminal behavior—should be immediately reported to the Office of Equal Opportunity (<http://oeod.colostate.edu/>)

The following reporting mechanisms are freely available to the CSU community to bring issues of concern to the attention of the University and/or law enforcement:

Emergencies: 911

CSU Police Department: 970-491-6425 (<http://police.colostate.edu/>)

Fort Collins Police: 970-221-6540

CSU Compliance Reporting Hotline: 970-491-5552
(<http://reportinghotline.colostate.edu/>)

Mental Health and Safety Concerns—Tell Someone: 970-491-1350
(<http://safety.colostate.edu/tell-someone.aspx>)

Discrimination/Harassment—Contact the Office of Equal Opportunity:
970-491-5836 (<http://oeod.colostate.edu/>)

If you are interested in reviewing the applicable Colorado laws, they are posted on the CSUPD website:

<http://police.colostate.edu/pages/requirement-to-report.aspx>

<http://www2.ed.gov/about/offices/list/ocr/sexharassresources.html>

<http://www2.ed.gov/admins/lead/safety/campus.html>

In addition, as part of the University's ongoing obligation to report crime statistics on campus to the U.S. Department of Education, the University has detailed information available at www.safety.colostate.edu

This email provides an opportunity to make you aware of two of the newest mechanisms we've put in place to encourage people to come forward if they have concerns. First is the new Compliance Reporting Hotline (<http://reportinghotline.colostate.edu/>). Colorado State

EXHIBIT 14

>>===== Original Message From Presidents Office <presofc@colostate.edu> =====

>>

>>

> October 24, 2005

>

> TO: The University Community

>

> FROM: Larry Edward Penley, President

>

> It has come to my attention that a Colorado State student

> organization recently promoted an event on campus with a flyer that

> used graphic art depicting a black figure hanging from a tree. Given

> the historical context of lynching having been employed in our

> country as a method of racial murder and intimidation, use of this

> image is offensive and chilling.

>

> I hope that the student group involved did not intend to cause such

> offense in its efforts to promote what was otherwise a worthwhile

> program on state issues. However, any lack of intent does not

> diminish the harm that such an incident may cause. While the

> University and its faculty have a special responsibility to protect

> academic freedom and free speech, use of such an image justifiably

> angers and offends many people on our campus and in our community.

> Such an image could also be interpreted as contributing to a racially

> hostile environment under Title VI and Title VII of the U.S. Civil

> Rights Act.

>

> With this message, I want to make it very clear that such actions by

> any group, organization or individual affiliated with Colorado State

> will not be condoned by this institution and in no way reflect its

> views.

>

> I also want to remind all faculty and staff that we have an

> obligation, as educators, to assist students in making wise and

> informed choices and to help them understand why an image that might

> seem benign to them may be malignant to others. Section E.8.2 of the

> Academic Faculty and Administrative Professional Manual states that a

> faculty member, as citizen, is free of institutional censorship, but

> the Manual also states that a faculty member, as an officer of the

> institution and a member of the profession, takes on special

> obligations with the understanding that the public may judge the

> profession or the institution by his or her actions.

>

> Thus, the Manual makes clear that there are special obligations for

EXHIBIT 14

- > faculty, including when dealing with students, particularly in an
- > advisory capacity. Director of Equal Opportunity and Diversity Dana
- > Hiatt has contacted the faculty advisor for the student organization
- > involved and is following up with discussions with the Dean and
- > Department Chair. I will work with Senior Vice President and Provost
- > Tony Frank to ensure that the response to this matter is handled
- > appropriately, in keeping with this university's commitment to
- > diversity, civic education, and the Civil Rights Act.

NO ACTION

>

>

>

AFFIDAVIT OF HERSHALL JOSEPH SHELLEY

Name: Hershall Joseph Shelley

Occupation: Consultant/Computerized Energy and Engineering Systems

I, Hershall Joseph Shelley, swear or affirm:

1. I am the Owner of Computerized Energy and Engineering Systems, located at 2401 Greenlee Drive, Austin, Texas 78703.

2. On or about July 6, 2001, William S. Duff, asked me for a Dell Computer (\$3252.67). I loaned him one that Dell had made available to me with the understanding that the Colorado State University (CSU) ASME would get it. Later, I decided that the CSU Society of Women Engineer's (SWE) would be a better entity. I realized on or about 2003 and 7/25/04, that this was never done. I told Dean Sandra Woods and President Penley about this situation. I raised this issue again with Allen Kirkpatrick with no action. I was told by Omina El-Hakim that if I did a complaint that CSU would retaliate against me. After CSU graduation (conferral and PhD hooding by President Penley and Duff in 2005. I later raised this with Susan James, Willie Hopkins and W.S. Sampath in 2011. It was then that Duff told me that he had given it to some charity in Colorado. President Tony Frank said to report it to Fort Collins police and him and promised no retaliation as required by law. He did nothing about this matter. Later, I reported it to Michelle Haven by email at the CSU OEO and I am alleging that she told Duff and James. Omina was right about retaliation and I am alleging that it was based on age (68) and race (black and Native American Indian/Anglo). I am alleging that CSU and Duff used deception to obtain this Dell Computer from me and I want the \$3252.67 returned to me so I can repay my promise to Dell.

3. CSU (Kirkpatrick, James and others) and Duff knew that this first (10MB) Dell Computer had CSU student records on it and was a FERPA violation. CSU and Duff decided that they could not give me back the second (20MB) Dell Computer with FERPA records from about 2005 to 2012. Deception, race and age discrimination was their way of retaliating against me at CSU.

3. See \$3,252.67 said estimate that is attached as Exhibit A

I SWEAR OR AFFIRM THAT THE ABOVE AND FOREGOING REPRESENTATIONS ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.

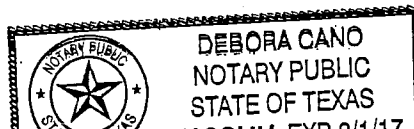
7/9/2014
Date 7/9/2014

Hershall Joseph Shelley
Hershall Joseph Shelley

STATE OF TEXAS
COUNTY OF TRAVIS

I, the undersigned Notary Public, do hereby affirm that Hershall Joseph Shelley personally appeared before me on the 9 day of July 2014, and signed the above Affidavit as his free and voluntary act and deed.

John Camp
Notary Public



AFFIDAVIT OF HERSHALL JOSEPH SHELLEY

Name: Hershall Joseph Shelley

Occupation: Consultant/Computerized Energy and Engineering Systems

I, Hershall Joseph Shelley, swear or affirm:

1. I live at 2401 Greenlee Drive, Austin, Texas 78703.
2. On or about July 8, 2014, Brenda L. Sabbagh, indicated by email that she never attended a Colorado State University (CSU) manufacturing simulation seminar provided by William S. Duff at the Dell Inc., located in Austin, Texas.
3. I am alleging that this Dell employee and one (1) other was charged and never attended by William S. Duff and Colorado State University/Colorado State Board of Agriculture in a Texas deceptive consumer protection and Business Code violation manner.
4. See email from Brenda L. Sabbagh Exhibit B.

I SWEAR OR AFFIRM THAT THE ABOVE AND FOREGOING REPRESENTATIONS ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.

7/9/2014

Date 7/9/2014

Hershall J. Shelley
Hershall J. Shelley

STATE OF TEXAS
COUNTY OF TRAVIS

I, the undersigned Notary Public, do hereby affirm that ^{Hershall Joseph Shelley}~~John Doe~~ personally appeared before me on the 9 day of July 2014, and signed the above Affidavit as his free and voluntary act and deed.

Debora Cano

Notary Public

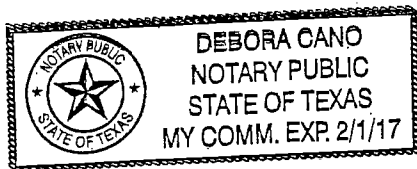


EXHIBIT C

AFFIDAVIT OF BRENDA L. SABBAGH

Name: Brenda L. Sabbagh
Occupation: Engineer

I, Brenda L. Sabbagh, swear or affirm:

1. I currently reside at 312 Briarwood Ln, Sulphur Springs, Texas 75482.
2. I formerly worked at the Dell Inc., located in Austin, Texas.
3. I recall talking to Professsor Williams S. Duff during the time he conducted the Colorado State University (CSU) manufacturing simulation seminar at the Dell Inc., in Austin, Texas.
4. I never attended the CSU manufacturing simulation seminar taught by Professor Duff while it was held at the Dell Inc., located in Austin, Texas.
5. See email Exhibit. C

I SWEAR OR AFFIRM THAT THE ABOVE AND FOREGOING REPRESENTATIONS ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.

7/21/2014 Brenda L. Sabbagh
Date 7/21/2014 Brenda L. Sabbagh

STATE OF TEXAS
COUNTY OF HOPKINS

I, the undersigned Notary Public, do hereby affirm that Brenda L. Sabbagh personally appeared before me on the 21st day of July 2014, and signed the above Affidavit as a free and voluntary act and deed.

Laura Griggs
Notary Public

